



PATENT

ATTORNEY DOCKET NO. 03375/003003

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Kristoph D. Krug et al. Art Unit: 2506  
Serial No.: 08/403,277 Examiner: D. Porta  
Filed : March 13, 1995  
Title : DEVICE AND METHOD FOR INSPECTION OF BAGGAGE AND OTHER OBJECTS

Commissioner of Patents and Trademarks  
Washington, DC 20231

TERMINAL DISCLAIMER UNDER 37 CFR §3.73(b) AND §1.321(b)

Pursuant to 37 CFR §3.73(b), Vivid Technologies, Inc., a Delaware corporation (previously a Massachusetts corporation), certifies that it is the assignee of the entire right, title, and interest in the above application by virtue of an assignment from the inventors of the patent application identified above. The original Assignment was recorded in the Patent and Trademark Office during prosecution of U.S. Patent No. 5,319,547, of which the above-identified patent application is a continuation application, at Reel/Frame 5806/0056 on February 14, 1991, a copy thereof is attached hereto. An additional Confirmatory and Quit Claim Assignments reciting U.S. Patent Nos. 5,319,547 and 5,490,218 and the above-identified patent application were executed by the inventors in December 1996 and were submitted to the Patent and Trademark Office for recordation, copies thereof are attached hereto.

24 DEC 06-1050  
02/19/97 08403277  
55.00CH

Date of Deposit

January 17, 1997  
I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Lisa G Gray  
Lisa G Gray

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

Pursuant to 37 CFR §1.321(b) and to obviate a double patenting rejection, Vivid Technologies, Inc. hereby waives and disclaims the terminal portion of the term of the entire patent to be granted upon the above-identified application subsequent to the expiration date of U.S. Patent Nos. 5,319,547 and 5,490,218. Any patent granted on the above-identified application and U.S. Patent Nos. 5,319,547 and 5,490,218 will expire on the same day. Further, any patent granted on the above identified application shall be enforceable only for and during such period that said patent is commonly owned with U.S. Patent Nos. 5,319,547 and 5,490,218.

Vivid Technologies, Inc. does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of U.S. Patent No. 5,319,547 or U.S. Patent No. 5,490,218 in the event that any one of these two patents expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title as stated above.

This disclaimer runs with any patent granted on the above application and is binding upon the grantee, its successors or assigns.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

VIVID TECHNOLOGIES, INC.

Date: 1/17/97  
Woburn, MA  
Place: \_\_\_\_\_

by: James J. Alder  
Title: JAMES J. ALDER  
VICE PRESIDENT  
Marketing & Sales

222589.B11

## ASSIGNMENT

For valuable consideration, we, Kristoph D. Krug of Waltham, Massachusetts;  
Jay A. Stein, of Waltham, Massachusetts; Adam L. Taylor of Waltham, Massachusetts;  
hereby assign to Vivid Technologies, Inc., a Massachusetts corporation having a place of  
business at 275 Wyman St., and its successors and assigns (collectively hereinafter called  
"the Assignee"), the entire right, title and interest throughout the world in the inventions  
and improvements which are subject of an application for United States Patent signed by  
us this day, entitled DEVICE AND METHOD FOR INSPECTION OF BAGGAGE AND  
OTHER OBJECTS

this assignment including said application, any and all United States and foreign patents  
granted for any of said inventions or improvements, and the right to claim priority based  
on the filing date of said application under the International Convention for the Protection  
of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention,  
and all other treaties of like purposes; and we authorize the Assignee to apply in all  
countries in our name or in its own name for patents and like rights of exclusion and for  
inventors' certificates for said inventions and improvements; and we agree for ourselves  
and our respective heirs, legal representatives and assigns, without further compensation  
to perform such lawful acts and to sign such further applications, assignments, Preliminary  
Statements and other lawful documents as the Assignee may reasonably request to  
effectuate fully this assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at WALTHAM.  
this 11 day of February, 1991  
Kristoph D. Krug L.S.  
First Middle Initial Last

STATE OF Massachusetts :  
:ss.  
COUNTY OF Middlesex :

Before me this 11th day of February, 1991, personally  
appeared Kristoph D. Krug known to me to be the person whose  
name is subscribed to the foregoing Assignment and acknowledged that he executed the  
same as his free act and deed for the purposes therein contained.

[Signature]  
Notary Public

My Commission Expires:

[Notary's Seal Here]

REEL 5806 FRAME 057

IN WITNESS WHEREOF, I hereto set my hand and seal at Waltham  
this 11 day of Feb, 1991  
John A. Stein L.S.  
First Middle Initial Last

STATE OF Mass:  
COUNTY OF Middlesex:  
:ss.

Before me this 11th day of February, 1991, personally  
appeared John A. Stein known to me to be the person whose  
name is subscribed to the foregoing Assignment and acknowledged that he executed the  
same as his free act and deed for the purposes therein contained.

[Signature]  
Notary Public

My Commission Expires:

[Notary's Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at WALTHAM  
this 11<sup>TH</sup> day of FEBRUARY, 1991  
[Signature] L.S.  
First Middle Initial Last

STATE OF Massachusetts:  
COUNTY OF Middlesex:  
:ss.

Before me this 11th day of February, 1991, personally  
appeared Adam L. Taylor known to me to be the person whose  
name is subscribed to the foregoing Assignment and acknowledged that he executed the  
same as his free act and deed for the purposes therein contained.

[Signature]  
Notary Public

My Commission Expires:

[Notary's Seal Here]

RECORDED  
NOTARY PUBLIC OFFICE

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## CONFIRMATORY AND QUIT CLAIM ASSIGNMENT

I, Adam L. Taylor of Concord, Massachusetts, hereby confirm that on February 11, 1991, I assigned to Vivid Technologies, Inc., a Massachusetts corporation having a place of business at 590 Lincoln St Waltham, Massachusetts, now succeeded by Vivid Technologies, Inc., a Delaware corporation having a place of business at 10E Commerce Way, Woburn, Massachusetts and its future successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are the subject of the United States Patent application signed by me on said date, entitled DEVICE AND METHOD FOR INSPECTION OF BAGGAGE AND OTHER OBJECTS, and of the resulting United States Patents 5,319,547 and 5,490,218, each entitled DEVICE AND METHOD FOR INSPECTION OF BAGGAGE AND OTHER OBJECTS; and I hereby assign to said Vivid Technologies, Inc., a Delaware corporation, all rights, if any, I may have in said inventions, improvements, patent application and patents, this Confirmatory and Quit Claim Assignment including any divisional or continuation application, any and all United States and foreign patents granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and I authorize the Assignee to apply in all countries in our name or in its own name for patents and like rights of exclusion and for inventors' certificates for said inventions and improvements; and I agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at \_\_\_\_\_,  
this 10<sup>th</sup> day of December, 1996.

Adam L. Taylor L.S.

STATE OF Massachusetts:

:ss.

COUNTY OF Middlesex:

Before me this 10<sup>th</sup> day of December, 1996, personally appeared Adam L. Taylor known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Barbara J. Castle  
Notary Public

My Commission Expires:

[Notary's Seal Here]

April 21, 2000

## CONFIRMATORY AND QUIT CLAIM ASSIGNMENT

We, Jay A. Stein of Framingham, Massachusetts and Kristoph D. Krug, of Framingham, Massachusetts, hereby confirm that on February 11, 1991, we assigned to Vivid Technologies, Inc., a Massachusetts corporation having a place of business at 590 <sup>KK.</sup> Lincoln St., Waltham, Massachusetts, now succeeded by Vivid Technologies, Inc., a <sup>JAS</sup> Delaware corporation having a place of business at 10E Commerce Way, Woburn, Massachusetts and its future successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are the subject of the United States Patent application signed by us on said date, entitled DEVICE AND METHOD FOR INSPECTION OF BAGGAGE AND OTHER OBJECTS, of the resulting United States Patents 5,319,547 and 5,490,218, each entitled DEVICE AND METHOD FOR INSPECTION OF BAGGAGE AND OTHER OBJECTS, and of the pending U.S. Patent Application Serial No. 08/403,277 filed March 13, 1995, entitled DEVICE AND METHOD FOR INSPECTION OF BAGGAGE AND OTHER OBJECTS, and we hereby further assign to said Vivid Technologies, Inc., a Delaware corporation, all rights, if any, we may have in said inventions, improvements, patent applications and patents, this Confirmatory and Quit Claim Assignment including any divisional or continuation application, any and all United States and foreign patents granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our name or in its own name for patents and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at 590 Lincoln Street, Waltham, MA this 5<sup>th</sup> day of December, 1996.

Jay A. Stein  
Jay A. Stein

L.S.

STATE OF Massachusetts:

:SS.

COUNTY OF Middlesex:

CONFIRMATORY AND QUIT CLAIM ASSIGNMENT

Before me this 5<sup>th</sup> day of December, 1996, personally appeared Jay A. Stein known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.



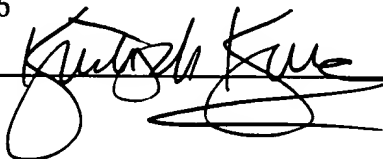
Notary Public

My Commission Expires: December 7, 2001

[Notary's Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at 590 Lincoln Street Waltham, Ma this 5<sup>th</sup> day of December, 1996

Kristoph D. Krug



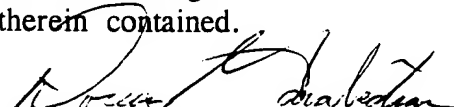
L.S.

STATE OF Massachusetts:

:ss.

COUNTY OF Middlesex:

Before me this 5<sup>th</sup> day of December, 1996, personally appeared Kristoph D. Krug known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.



Notary Public

My Commission Expires: December 7, 2001

[Notary's Seal Here]



TERMINAL DISCLAIMER MEMO

DATE: 2/19/97

APPL. S.N.: 081403277

EXAMINER Pota

ART UNIT: 2506

FROM: PARALEGAL GROUP 2500

SUBJECT: DECISION ON TERMINAL DISCLAIMER (T.D.) FILED 1/23/97

- ☒ The T.D. is PROPER and has been recorded. (See 14.23)
- ☐ The T.D. is NOT PROPER and has not been accepted for the reason(s) checked below (See 14.24):
- ☐ The recording fee of \$\_\_\_\_\_ has not been submitted nor is there any authorization in the application file for the use of a deposit account. (See 14.25)
  - ☐ The T.D. does not satisfy Rule 321(b)(3) in that the person who has signed the T.D. has not stated the extent of his/her interest (and/or the extent of interest of the business entity represented by the signature) in the application/patent. (See 14.27 & 14.26.1)
  - ☐ The T.D. lacks the enforceable only during the common ownership clause - needed to overcome a double patenting rejection Rule 321(c). (See 14.27.1) See Attachment No. 1, paragraph 1.
  - ☐ It is directed to a particular claim or claims, which is not acceptable since "the disclaimer must be of a terminal portion of the term of the entire patent to be granted." (MPEP 1490) (See 14.26, 14.26.2)
  - ☐ The person who signed the T.D.:
    - ☐ has failed to state his/her capacity to sign for the business entity (See 14.28)
    - ☐ is not recognized as an officer of the assignee (See 14.29 and possibly 14.29.1) See attachment No. 1, paragraph 3.
  - ☐ No documentary evidence of a chain of title from the original inventor(s) to assignee has been submitted, nor is there reel and frame number specified as to where such evidence is recorded in the Office. 37 CFR 3.73(b) See Attachment No. 3.
  - ☐ No statement specifying that the evidentiary document have been reviewed and that, to the best of the assignee's knowledge and belief title is in the assignee seeking to take action. 37 CFR 3.73(b). See 1140 O.G. 72. See Attachment Nos. 2 & 3.
  - ☐ The T.D. is not signed. (See 14.26, 14.26.3)
  - ☐ The serial number of the application (or the number of the patent) which forms the basis for the double patenting rejection is missing or incorrect. (See 14.32)
  - ☐ The serial number of this application being disclaimed is missing or incorrect. (See 14.26, 14.26.4 or 14.26.5)
  - ☐ The period disclaimed is incorrect or not specified. (See 14.27, 14.27.2 or 14.27.3)
  - ☐ Verified statement needed. See Attachment No. 1, paragraph 4.
  - ☐ T.D. cannot obviate a rejection of double patenting under 35 USC 101. Only judicial (obviousness) double patenting can be obviated by a T.D.
  - ☐ The T.D. date is earlier/latter than the true expiration date. The applicant may provide a substitute T.D.
  - ☐ OTHER

DO NOT MAIL OR FAX THIS MEMO TO THE APPLICANT